



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

May 20, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

PUBLIC LIBRARY: REQUEST TO APPROVE GROUNDS MAINTENANCE SERVICES AGREEMENT WITH THE CITY OF CLAREMONT (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

The Public Library is recommending Board approval of a grounds maintenance services agreement with the City of Claremont for a term of five years. The initial annual payment is \$11,960.79 and subsequent annual payments will be adjusted using the July Consumer Price Index (CPI) for that fiscal year, not to exceed five percent per year. The agreement shall be effective July 1, 2008 through June 30, 2013.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the attached five-year agreement for grounds maintenance services with the City of Claremont for the Claremont Library at an initial annual payment of \$11,960.79 to be adjusted each subsequent year using the July Consumer Price Index. The agreement shall be effective July 1, 2008 through June 30, 2013.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Library is recommending Board approval of a grounds maintenance services agreement with the City of Claremont (City) for the Claremont Library. The City has been providing grounds maintenance services for the Claremont Library since 1977. The Public Library is satisfied with the services currently provided and wishes to continue the relationship with the City. Approval of the recommended action will allow the continuation of the grounds maintenance services for the Claremont Library without interruption.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Implementation of Strategic Plan Goals

Approval of this recommended action is consistent with the County's Strategic Plan goals in the areas of Service Excellence (1), Organizational Effectiveness (3) and Fiscal Responsibility (4).

FISCAL IMPACT/FINANCING

The City will provide grounds maintenance services for the Claremont Library for five consecutive years. The annual service period under the proposed agreement will be July 1 through June 30. The City will invoice the Public Library on a fiscal year basis. The initial annual payment is \$11,960.79 and subsequent annual payments will be adjusted using the July CPI for that fiscal year not to exceed five percent per year. In the event the City is prevented from performing the maintenance services for the Claremont Library, the City shall return to the Public Library the pro-rata portion of any annual payment prepaid by the Public Library. The contract rate is comparable to outside contractors. The cost of this agreement will be paid from existing funds included in the Public Library's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board is authorized to approve this agreement pursuant to Section 56-1/4 of the Charter of the County of Los Angeles and Title 1, Division 7, Chapter 5, (Sections 6500 et seq.) of the Government Code.

On June 3, 2003, the Board approved an agreement with the City of Claremont for the same services for a term of five years, effective July 1, 2003 through June 30, 2008.

The standard County contract provisions for services from the private sector are not applicable to a contract for services provided by a city. County Counsel has reviewed and approved the proposed agreement as to form.

CONTRACTING PROCESS

Since this is an intergovernmental agreement, no competitive bid is required.

IMPACT ON CURRENT SERVICES

The grounds maintenance services provided under the recommended agreement are essential to Public Library operations at the Claremont Library.

The Honorable Board of Supervisors
May 20, 2008
Page 3

CONCLUSION

Please return one adopted stamped copy of this letter to the Public Library and one to County Counsel, Social Services Division. In addition, please return to the Public Library two fully conformed copies of the Contract with original signatures.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a stylized flourish.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:LS
MDT:DF:MR:bf

Attachment (1)

c: County Counsel
Auditor-Controller
Public Library



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF CLAREMONT

FOR

GROUNDS MAINTENANCE SERVICES

76554

30 MAY 20, 2008

GROUNDS MAINTENANCE AGREEMENT

Between the

COUNTY OF LOS ANGELES, CALIFORNIA

and the

CITY OF CLAREMONT, CALIFORNIA

This agreement entered into this 20TH day of MAY 2008 by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the CITY OF CLAREMONT, hereinafter referred to as "CITY".

WHEREAS, the COUNTY is desirous of contracting with the CITY for the maintenance of the grounds of the Claremont Library building located at 208 North Harvard Avenue, Claremont; and

WHEREAS, the CITY is agreeable to performing such functions on the terms and conditions hereinafter set forth; and

WHEREAS, this agreement is authorized and provided for by the provisions of Section 56-1/4 of the Charter of the County of Los Angeles; and Title 1, Division 7, Chapter 5, (Sections 6500 et. Seq.) of the Government Code.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein below, it is mutually agreed by the parties hereto as follows:

1. In consideration for maintenance and services, the COUNTY agrees to initially pay the CITY the sum of eleven thousand nine hundred and sixty dollars, and seventy nine cents (\$11,960.79), "Initial Annual Payment" to include the July 2008 CPI. The Initial Annual Payment shall be adjusted in accordance with the Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 =100), herein referred to as CPI.

30 MAY 20, 2008

76554

The second CPI adjustment shall be made according to the July 2009 CPI and each successive year thereafter the July CPI shall be used to adjust each Subsequently Adjusted Annual Payment.

In no event shall the annual adjustment based upon the CPI, result in an annual increase greater than five percent (5%) per year.

Routine plant replacement, and repairs to irrigation systems will be included as part of this agreement. Extra repairs needed because of vandalism, equipment replacement needed from wear and tear, or re-landscaping of the property, will be billed as extra based on time and materials.

Payments shall be paid on demand on July 1 for each year of this agreement.

2. This agreement shall be for a five (5) year term commencing on July 1, 2008, and terminating on June 30, 2013.
3. The CITY shall maintain in a good and workmanlike manner the grounds of the County building located at the above-listed location, in accordance with Attachment A, said maintenance to consist of mowing and edging turf areas, pruning of shrubs, cultivation of flower beds, application of water, vandalism repair, furnishing and applying insecticides and fertilizer, trimming and care of trees, sweeping of the entrances and parking lots, and service to the irrigation system; provided, however, the CITY is not prevented from performing said work by reason of renovation, construction, or other improvement work.
4. In the event that the CITY is prevented from performing the grounds maintenance services for the Library, the CITY shall return to the COUNTY, the pro-rata portion of each annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year any annual payment prepaid by the COUNTY.

5. For the purpose of performing said grounds maintenance, the CITY shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the grounds at a level of appearance comparable to The City of Claremont facilities. Such maintenance shall include the renovation and seeding of lawn areas at least once during the year, if necessary, and maintenance of the sprinkler control system including sprinkler heads and risers.
6. The CITY shall have the option to sub-contract for the grounds maintenance of the area, with prior consent of the COUNTY and, as long as the grounds are maintained in accordance with paragraphs 3 and 5 of this Agreement.
7. The COUNTY may replace, at its discretion, all plants, shrubs, and trees upon notification of such need from the CITY. Except as necessary to complete the obligations set forth in paragraphs 3 and 5, the CITY shall not alter the landscape in any manner not otherwise provided for herein without the express written consent of the COUNTY.
8. The COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any CITY personnel performing services hereunder for the COUNTY.
9. The County Contract Project Director of Los Angeles County Department of Public Library and/or their designee located at 7400 E. Imperial Highway, Room 206, Downey, CA 90242, (562) 940-8481, will be the County's Contract Coordinator. The Community Services Director of the City of Claremont and/or their designee located at 215 Cornell Avenue, Claremont, CA 91711, (909) 399-5431, will be the City's Contract Coordinator.
10. The CITY shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and

expert witness fees), arising from or connected with the CITY's acts and/or omissions arising from and/or relating to this Agreement. In the event the CITY should sub-contract all or any part of this grounds maintenance service, the CITY also shall require the sub-contractor to indemnify, defend and hold harmless the COUNTY.

11. The CITY shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed at the request of or on behalf of the CITY. Throughout the term of this agreement, the CITY shall maintain general liability insurance with limits of not less than \$1 million per occurrence and naming the COUNTY as an additional insured, auto liability insurance with limits of not less than \$1 million each accident, and workers compensation insurance including Employers' Liability coverage with limits of not less than \$1 million. Such insurance shall be primary and not contributing to any commercial or self-insurance programs maintained by the COUNTY. In the event that the CITY should sub-contract all or any part of this grounds maintenance service, the CITY shall require the sub-contractor to maintain the same types and limits of insurance coverage outlined in this paragraph.
12. Either party shall have the right to cancel this Agreement at any time upon giving 30 days' prior written notice. In the event of such cancellation, the CITY shall return to the COUNTY (the pro-rata portion of each annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year).
13. This Agreement shall not be valid and does not impose any obligation upon the COUNTY unless and until funds are appropriated by the COUNTY for the purposes set forth herein and the CITY shall have no obligation under this Agreement if such funds are not appropriated.

/

/

/

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed upon the day and year first above written.

ATTEST:

CITY OF CLAREMONT:

By: *Lyne E. Trupen*

City Clerk

By: *Tiffany C. Ford*

City Manager

APPROVED AS TO FORM:

By: *Sachi R. Gonzalez*

City Attorney

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *[Signature]*

Deputy

ATTEST:

SACHI HAMAI

Executive Officer-Clerk
of the Board of Supervisors



COUNTY OF LOS ANGELES

By: *[Signature]*

Deputy

By: *George B. Bunker*

Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: *David Beaudet*

David Beaudet
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 MAY 20 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76554

30 MAY 20, 2008

LIBRARY MAINTENANCE SPECIFICATIONS

Litter and Debris Removal/Clean-up/Weeding: All trash, debris, dead plant materials and weeds shall be removed weekly. Special attention shall be given to the entries, courtyard and the parking lot. The entryway to the library will be vacuum-cleaned daily and the lot will be swept weekly. All areas shall be maintained weed-free and litter-free. Paved and hardscape areas shall be cleaned weekly.

Mowing and Edging: All turf areas are to be mowed as often as necessary to maintain a consistent turf height of 2 inches. In normal circumstances the grass clippings need not be removed, but, when an excessive amount of cut grass is present, removal may be requested by the Community Services Director.

Selective Pruning and Care of Shrubbery and Plants: All shrubs shall be selectively pruned as to maintain their natural form. Dead branches and foliage shall be removed, as thinning cuts only. Shrubs shall be pruned at least once per year or as needed to prevent sidewalk, street and sign obstruction. Plants and other shrubs will be added or replaced as necessary to maintain an appearance similar to other City facilities. This includes planting and care of the planter located at the east entrance.

Tree Trimming: Trees shall be trimmed to maintain sight visibility for pedestrian or vehicular traffic. Canopies shall be maintained at a height of eight (8') feet over sidewalks. Tree maintenance of the twenty-four (24) trees located on the county grounds is included and will follow the trimming cycles and standards in the City's Tree Management Program (every three years). Storm damage repair, replacement or addition of trees is not included in this contract.

Groundcover Trimming: Groundcovers shall be pruned using pruning shears to create a "soft" line. Groundcovers are prohibited to grow past the "face" of the curb or more than three (3') inches onto sidewalks. Growth onto other shrubs, trees, walls, or other structures is not permitted.

Weed Control: All landscape and non-landscaped areas shall be kept weed-free at all times. The term "weeds" applies to any undesirable vegetation growing within the right-of-way including cracks between the gutter and asphalt as well as the cracks in adjacent sidewalks. Chemical control by using herbicides and pre-emergent materials is permitted with proper County notification.

Irrigation: Consistent maintenance of all areas for proper moisture levels based on the turf and /or plants needs at different times of the year. All irrigation shall be performed to insure plant health and vigor. The entire irrigation system, including the planters and all components from the point of connection at the meters to the sprinklers, shall be maintained in an operational state at all times. Repair of this equipment is included in this contract. Repairs to the water mainlines feeding the meter, major irrigation renovations and repair/replacement of the sprinkler controller will be billed as extra work.

Fertilizer: A balanced fertilizer will be applied to all turf areas, five (5) times annually. Each application will provide one pound of active Nitrogen for each 1,000 square feet of grass area. Applications shall occur in March, May, July, September and October. Planters will receive three (3) applications of Gro-power (or equivalent) brand fertilizer at manufacturer's recommended rates (6-10-4). Applications shall occur in March, May and October.

Insect, Disease and Rodent Control: The control of insects, plant diseases, and/or rodents is included.

Special Requests: The courtyard will be raked once weekly, all other areas will be raked on a bi-monthly basis.

/